

2002 NOV 22 P 3:14 PM

FILED  
MOLLY D. KUHLE  
CLERKS OFFICE  
MONTGOMERY CO MD

TAX ID No. 02-00019236

**DECLARATION OF COVENANTS  
FOR INSPECTION/ MAINTENANCE OF  
STORMWATER MANAGEMENT FACILITY**

THIS DECLARATION, made this 26<sup>th</sup> day of September, 2002, between Clarksburg Skylark, LLC, a Maryland Limited Liability Company, hereinafter referred to as the "COVENANTORS", owner(s) of the following property: those pieces of land lying west of Skylark Road and north of New Cut Road and described in a deed dated March 26, 2001, from Estelle DeMaio, et al., to Clarksburg Skylark, LLC, a Maryland Limited Liability Company and recorded among the Land Records of Montgomery County, Maryland in Liber 19158 at Folio 440, and Montgomery County, Maryland, hereinafter referred to as the "COUNTY".

RECORDING FEE	20.00
IMP FD SUKE \$	5.00
TOTAL	25.00
Rest NOBS	Rcpt # 21500
NOB BOM	BK # 10000
Nov 22, 2002	03:14 PM

**WITNESSETH**

We, the COVENANTORS, with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interests in the property described above, do hereby covenant with the COUNTY as follows:

1. The COVENANTORS, shall provide maintenance for the stormwater management facility, hereinafter referred to as the "FACILITY", located on and serving the above described property to ensure that each FACILITY is and remains in proper working condition in accordance with approved design standards, and with the law and applicable executive regulation.
2. If necessary, the COVENANTORS, shall levy regular or special assessments against all present or subsequent owners of property served by the FACILITY to ensure that the FACILITY is properly maintained.

UPON RECORDATION, PLEASE RETURN TO:  
CHARLES P. JOHNSON & ASSOCIATES  
1751 ELTON ROAD  
SILVER SPRING, MARYLAND 20903

3. The COVENANTORS, shall provide and maintain perpetual access from public right-of-ways to the FACILITY for the COUNTY, its agent and its contractor.
4. The COVENANTORS shall grant the COUNTY, it's agent and its contractor a right of entry to the FACILITY for the purpose of inspecting, operating, installing, constructing, modifying, altering, reconstructing, maintaining or repairing the FACILITY.
5. If, after reasonable notice by the COUNTY, the COVENANTORS shall fail to maintain the FACILITY in accordance with the approved design standards and with the law and applicable executive regulation, the COUNTY may perform all necessary repair and maintenance work, and the COUNTY may assess the COVENANTORS and/or all owners of property served by the FACILITY for the cost of the work and any applicable penalties. Said assessment shall be lien against all properties served by the FACILITY and may be placed on the property tax bills of said properties and collected as ordinary taxed by the COUNTY.
6. The COVENANTORS shall indemnify and save the COUNTY harmless from any and all claims for damages to persons or property arising from the installation, construction, maintenance, repair, operation or use of the FACILITY.
7. The COVENANTORS shall promptly notify the COUNTY when the COVENANTORS legally transfer any of the COVENANTORS responsibilities for the FACILITY. The COVENANTORS shall supply the COUNTY with a copy of any document of transfer, executed by both parties.
8. The covenants contained herein shall run with the land and shall bind the COVENANTORS and the COVENANTORS' heirs, executors, administrators, successors and assignees, and shall bind all present and subsequent owners of property served by the FACILITY.
9. This COVENANT shall be recorded in the County Land Records.

IN WITNESS WHEREOF, the COVENANTORS have executed this  
DECLARATION OF COVENANTS as of the date aforementioned.

ATTEST:

CLARKSBURG SKYLARK, LLC

A Maryland Limited Liability Company

[Signature]  
WITNESS:

BY: B. Hayes McCarty  
B. Hayes McCarty  
Executive Vice President

STATE OF Maryland

To Wit:

CITY/COUNTY OF Montgomery

I HEREBY CERTIFY that on this 26<sup>th</sup> day of September, 2002,  
before me, the undersigned officer, personally appeared B. Hayes McCarty, known to me  
or satisfactorily proven to be the person whose name is subscribed to the within  
instrument and acknowledges that he executed the same for the purposes therein.

SUBSCRIBED TO and sworn before me.

Elizabeth Sheridan

My Commission Expires:

7-3-04

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MONTGOMERY COUNTY  
DEPARTMENT OF PERMITTING SERVICES  
**APPROVED FOR**

SM. ROAD COVENANT

R. J. Lee  
Approved

11/19/02  
Date

SC 206161  
SM 204344